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FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON
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SEAN F. McAVOY, CLERK DEPUTY
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9 UNITED STATES DISTRICT COURT
10 FOR THE EASTERN DISTRICT OF WASHINGTON
11

12 UNITED STATES OF AMERICA,)
13)
14)

15 Plaintiff,)

16 vs.)

17 EDGAR OMAR HERRERA FARIAS,)
18)
19)

20 Defendant.)
21)
22)

4:15-CR-6049-EFS-16

PLEA AGREEMENT
PURSUANT TO FED R. CRIM.
P. 11(C)(1)(C)

23 Plaintiff, United States of America, by and through William D. Hyslop,
24 United States Attorney for the Eastern District of Washington, and Stephanie Van
25 Marter, Assistant United States Attorney for the Eastern District of Washington,
26 and Defendant EDGAR OMAR HERRERA FARIAS, and the Defendant's
27 counsel, Shea Meehan, agree to the following Plea Agreement:

28 1. Guilty Plea and Maximum Statutory Penalties:

The Defendant, EDGAR OMAR HERRERA FARIAS, agrees to enter a
plea of guilty to Count 1 of the Information Superseding Indictment filed on
today's date, charging the Defendant with Conspiracy to Distribute 50 Grams or
More of a Mixture or Substance Containing a Detectable Amount of

1 Methamphetamine, in violation of 21 U.S.C. § 841(a)(1), (b)(1)(B)(viii); all in
2 violation of 21 U.S.C. § 846.

3 The Defendant, EDGAR OMAR HERRERA FARIAS, understands that
4 the charge contained in the Information Superseding Indictment is a Class B
5 felony charge and the maximum statutory penalty is not less than 5 years, which
6 is non-suspendable and non-parolable, and a maximum possible penalty of 40
7 years imprisonment; a fine not to exceed \$8,000,000; a term of supervised release
8 of not less than 4 years up to a life term; denial of certain federal benefits; and a
9 \$100 special penalty assessment.

10 The Defendant, EDGAR OMAR HERRERA FARIAS, understands that a
11 violation of a condition of supervised release carries an additional penalty of re-
12 imprisonment for all or part of the term of supervised release without credit for
13 time previously served on post-release supervision.

14 2. Denial of Federal Benefits:

15 The Defendant understands that by entering this plea of guilty the
16 Defendant is no longer eligible for assistance under any state program funded
17 under part A of title IV of the Social Security Act (concerning Temporary
18 Assistance for Needy Families) or benefits under the food stamp program or any
19 state program carried out under the Food Stamp Act. 21 U.S.C. § 862a. Further,
20 the Court may deny the Defendant's eligibility to any grant, contract, loan,
21 professional license, or commercial license provided by an agency of the United
22 States or by appropriated funds of the United States. 21 U.S.C. § 862.

23 3. The Court is Not a Party to the Agreement:

24 The Court is not a party to this Plea Agreement and may accept or reject
25 this Plea Agreement. Sentencing is a matter that is solely within the discretion of
26 the Court. The Defendant understands that the Court is under no obligation to

1 accept any recommendations made by the United States and/or by the Defendant;
2 that the Court will obtain an independent report and sentencing recommendation
3 from the U.S. Probation Office; and that the Court may, in its discretion, impose
4 any sentence it deems appropriate up to the statutory maximums stated in this
5 Plea Agreement.

6 The Defendant acknowledges that no promises of any type have been made
7 to the Defendant with respect to the sentence the Court will impose in this matter.
8 The Defendant understands that the Court is required to consider the applicable
9 sentencing guideline range, but may depart upward or downward under the
10 appropriate circumstances.

11 The Defendant also understands that pursuant to Rule 11(c)(1)(C), the
12 parties have agreed that a range of 60 to 72 months is an appropriate sentence.
13 Should the sentencing judge decide to sentence the Defendant to more than 72
14 months of incarceration, the Defendant may withdraw from this Plea Agreement
15 and may withdraw his guilty plea. The Defendant also understands that should
16 the sentencing judge decide to sentence the Defendant to less than 60 months, the
17 United States may withdraw from this Plea Agreement.

18 4. Effect on Immigration Status:

19 The Defendant recognizes that pleading guilty may have consequences
20 with respect to his immigration status if he is not a citizen of the United States.
21 Under federal law, a broad range of crimes are removable offenses, including the
22 offense to which the Defendant is pleading guilty. Indeed, because the Defendant
23 is pleading guilty to Conspiracy to Distribute 50 Grams or More of a Mixture or
24 Substance Containing a Detectable Amount of Methamphetamine, removal is
25 presumptively mandatory. Removal and other immigration consequences are the
26 subject of a separate proceeding, however, and the Defendant understands that

1 while deportation and/or removal appears to be a virtual certainty, no one,
2 including his attorney or the district court, can predict with absolute certainty the
3 effect of his conviction on his immigration status. The Defendant nevertheless
4 affirms that she wants to plead guilty regardless of any immigration
5 consequences that her plea may entail, even if automatic removal from the United
6 States is a virtual certainty.

7 5. Waiver of Constitutional Rights:

8 The Defendant, EDGAR OMAR HERRERA FARIAS, understands that by
9 entering this plea of guilty the Defendant is knowingly and voluntarily waiving
10 certain constitutional rights, including:

- 11 (a). The right to a jury trial;
- 12 (b). The right to see, hear and question the witnesses;
- 13 (c). The right to remain silent at trial;
- 14 (d). The right to testify at trial; and
- 15 (e). The right to compel witnesses to testify.

16 While the Defendant is waiving certain constitutional rights, the Defendant
17 understands the Defendant retains the right to be assisted through the sentencing
18 and any direct appeal of the conviction and sentence by an attorney, who will be
19 appointed at no cost if the Defendant cannot afford to hire an attorney. The
20 Defendant also acknowledges that any pretrial motions currently pending before
21 the Court are waived.

22 6. Elements of the Offense:

23 The United States and the Defendant agree that in order to convict the
24 Defendant of Conspiracy to Distribute 50 Grams or More of a Mixture or
25 Substance Containing a Detectable Amount of Methamphetamine, in violation of
26 21 U.S.C. § 841(a)(1), (b)(1)(B)(viii); all in violation of 21 U.S.C. § 846, the

1 United States would have to prove beyond a reasonable doubt the following
2 elements:

3 *First*, on a date unknown but by on or about January 2010
4 continuing until on or about December 6, 2016, in the Eastern District of
5 Washington, the Defendant, entered into an agreement with one or more persons
6 to commit the crime of Distribution of 50 Grams or More of a Mixture or
7 Substance Containing a Detectable Amount of Methamphetamine, as charged in
8 the Information Superseding Indictment;

9 *Second*, the Defendant became a member of the conspiracy knowing
10 of at least one of its objects and intending to help accomplish it; and

11 *Third*, the agreement was to distribute 50 Grams or More of a
12 Mixture or Substance Containing a Detectable Amount of Methamphetamine,
13 which would be reasonably foreseeable to him as a member of the conspiracy.

14 7. Factual Basis and Statement of Facts:

15 The United States and the Defendant stipulate and agree that the following
16 facts are accurate; that the United States could prove these facts beyond a
17 reasonable doubt at trial; and these facts constitute an adequate factual basis for
18 EDGAR OMAR HERRERA FARIAS's guilty plea. This statement of facts does
19 not preclude either party from presenting and arguing, for sentencing purposes,
20 additional facts which are relevant to the guideline computation or sentencing,
21 unless otherwise prohibited in this agreement.

22 Members of the FBI Eastern Washington Safe Streets Violent Gang Task
23 Force- Tri-Cities (EWVGSSTF) have been investigating a transnational drug
24 trafficking organization operating herein the Eastern District of Washington and
25 elsewhere since at least 2011 identified as the Ivan Hernandez Calvillo Drug
26 Trafficking Organization (DTO). During that investigation, Ivan Hernandez

1 Calvillo (hereinafter Ivan) and Jese David Carillo Casillas (hereafter Casillas)
2 were identified as a high-ranking members of the DTO. Members of the Task
3 Force, through the interviews of multiple cooperating Defendants and drug
4 seizures, learned the DTO was utilizing backpackers to physically carry
5 quantities of cocaine and methamphetamine from the Eastern District of
6 Washington through a trail system into Canada for distribution.

7 During this same time-frame, members of the Boston DEA were
8 conducting a parallel investigation into the money laundering activities of the
9 Ivan Hernandez Calvillo DTO. The DTO was moving bulk cash out of Canada
10 that it had gained through the sale of cocaine, heroin, and methamphetamine. The
11 DEA successfully placed an undercover operator (DEA UC) into the money-
12 laundering network. The basic need the DEA UC filled for the organization was
13 his ability to accept Canadian cash, deposit it, wash it electronically through his
14 business, and then wire US currency out in smaller deposits in Mexico and the
15 United States. The DEA UC would then charge a commission or percentage for
16 the washed cash, keep that percentage and report to Ivan and later Jese Casillas as
17 to the remaining amount available for wire transfer. This relationship ultimately
18 cultivated into Ivan and the organization seeking the DEA UC's assistance in
19 developing a new drug distribution group in Vancouver BC with ties to China.

20 In October 2014, an undercover money laundering operation was initiated
21 by Royal Canadian Mounted Police Federal Serious Organized Crime Unit
22 (RCMP FSOC) members to collect bulk money in the area of Vancouver, British
23 Columbia from the DTO and to deliver it to the DEA investigators. Between
24 October 2014 and July 2016, Ivan, and later Casillas, were in direct
25 communication with the DEA UC via recorded What's App messenger and
26 arranged for approximately 15 cash money drops to be laundered by the DEA

1 UC. The way the code worked was that Ivan or Casillas provided the DEA UC a
2 serial number of a piece of currency. The DEA UC would communicate that
3 serial number so that when the two associates would meet, they would compare
4 serial numbers. Once that was confirmed, the money was handed off. The
5 amount laundered during these money drops totaled over \$1.6 million Canadian
6 Dollars.

7 On December 13, 2015, Ivan Calvillo was killed in Mexico. The United
8 States would present evidence that Casillas was identified as taking over
9 operations for the DTO within the Eastern District of Washington, to include the
10 continued money laundering operations in Canada.

11 The Defendant was first identified in 2012 as a distributor for the Calvillo
12 organization. On March 22, 2012, the Defendant, a.k.a. "El Burro/Burro" was
13 arrested in Sunnyside, WA following the execution of a narcotics search warrant
14 by members of the LEAD Task Force. In the Defendants' bedroom, officers
15 found two pistols, two shotguns, distribution quantity of methamphetamine, two
16 digital scales, 27.4g of a cutting agent, a drug ledger, and dominion documents
17 for the Defendant. Officers also executed a search warrant on the Defendant's
18 2003 Hummer H2. Detective R. Tucker, with the LEAD Task Force, advised that
19 it appeared that the interior panels of the vehicle had been removed and put back
20 into place indicative of the presence of secret compartment utilized to transport
21 narcotics. The Defendant was subsequently arrested and convicted for
22 possession of a controlled substance with intent to deliver in approximately
23 August 2012 and he was deported.

24 The drugs seized from the above search warrant were sent to the
25 Washington state lab and confirmed to be methamphetamine weighing over 100
26 grams.

1 After the Defendant's deportation in August 2012, he was again
2 encountered several times by Border Patrol and removed from the United States
3 in December 2012, June 2013 and October 2013. The last removal stemmed
4 from an investigation by the Skagit County Interlocal Drug Enforcement Unit in
5 Mount Vernon, WA.

6 On August 24, 2014, members of the EWVGSSTF interviewed a
7 Confidential Human Source, herein in after referred to as CHS1. CHS1
8 identified a Hispanic male named "El Burro/Burro" as a person who was a
9 member of the Calvillo DTO and one who at one point was placed in charge of
10 all drug operations in Washington. CHS1 stated that "El Burro/Burro" was not in
11 charge very long because of the above referenced deportations. In a subsequent
12 interview, CHS1 was shown a Washington DOL photograph, absent any
13 identifiers, of the Defendant. CHS1 identified the person depicted in the photo as
14 being "El Burro/Burro." CHS1 further advised that the Defendant took over drug
15 operations in Washington for the Calvillo DTO after another partner left, referred
16 to below as a Cooperating Defendant 2. CHS1 advised that the Defendant
17 managed the drugs coming into Washington from California, managed drivers for
18 the drugs, and managed the people that backpacked the drugs across the
19 Washington border into Canada.

20 According to CHS1, after the Defendant was deported the drug operations
21 in Washington were then taken over by a Hispanic female known as "La China"
22 confirmed to be co-defendant Rosa Granados. CHS1 personally met "La China"
23 several times to pay for drivers that "La China" organized. CHS further stated
24 that CHS1 paid "La China" money from drug proceeds that came out of Canada.

25 On October 1, 2015 a Washington State title history was obtained for WA
26 LIC# AHX1507, a 2010 Subaru Impreza; a vehicle previously identified as being

1 utilized to transport narcotics for the Calvillo DTO. The title history showed the
2 transfer of the vehicle between multiple known members of the Calvillo DTO to
3 include that the Defendant purchased the vehicle on February 19th, 2012. A work
4 order for repairs on the vehicle was included with the history. The work order
5 was dated March 1st, 2012 from AJ's Auto Fix at 1625 A St. in Pasco, WA. The
6 customer name is listed as the Defendant. According to the title history on July
7 4th, 2012, the Defendant sold the vehicle to Rosa A. Granados "La China."

8 CHS1 admitted to transporting cocaine for the Calvillo DTO from the area
9 of Riverside, CA to the area of Tonasket, WA. It was there that CHS1 met a
10 Hispanic male known as "Ranchero". CHS1 was transported by "Ranchero" to an
11 area near the Canadian border where a backpacker was waiting. The backpacker
12 was provided with the cocaine and the backpacker turned over approximately
13 \$100,000 cash to CHS1 and "Ranchero". A portion of that money was used to
14 pay CHS1, Granados, a.k.a. "La China" and "Ranchero". On August 24, 2014
15 CHS1 was shown a Washington DOL photo absent any identifiers of Ramon
16 Gijon Jimenez. CHS1 identified the person depicted in the photo as "Ranchero".

17 On September 23, 2014, at approximately 2130 hours, a black Honda
18 utilized by "Ranchero" was stopped near the border at a location previously
19 identified as utilized by the organization for the purpose of backpacking drugs
20 across the border. "Ranchero" was identified as the driver. A subsequent search
21 of the vehicle yielded the discovery of a secret compartment and two backpacks
22 that contained twenty plastic wrapped and vacuum-sealed packages, each
23 weighed approximately 1 kilogram and were confirmed by the DEA lab to
24 contain approximately 20 kilograms of cocaine. "Ranchero" was arrested and
25 prosecuted federally. *See*, CR-02088-TOR-2.

1 During the same time period of the investigation into Ranchero, TVGTF
2 was able to identify and place a tracker on the vehicle being operated by Juan
3 Cirino Ramos, a.k.a. El Viejo. El Viejo was identified by CHS and
4 subsequently confirmed by CD1, CD2 and CD3 to be a driver for the Calvillo
5 organization. Ramos was able to freely pass across the Mexican border and as a
6 result was one of the regular drivers who transported large quantities of narcotics
7 at the direction of Granados and the Defendant. On September 17th 2014,
8 Ramos was stopped in the EDWA based upon information that he was
9 transporting a load to the Sunnyside location. A subsequent search of his vehicle
10 resulted in the seizure of over 20 pounds of methamphetamine. Ramos was
11 arrested and prosecuted federally. *See*, CR-02088-TOR-1.

12 On February 6th 2015, members of the EWVGSSTF interviewed a
13 cooperating defendant, herein after referred to as CD1, who had been indicted
14 and arrested as a member of the Calvillo DTO. CD1 advised that in 2014, CD1
15 was introduced to a male known as "El Burro/Burro". CD1 advised that "El
16 Burro/Burro" was in charge of the backpacking trails that the DTO would use to
17 carry drugs from Washington into Canada and to return with money from Canada
18 into Washington. CD1 witnessed "El Burro/Burro" remove backpacks loaded
19 with several kilograms of drugs from a vehicle with a hidden compartment and
20 give them to hired backpackers to walk into Canada. CD1 stated that "El
21 Burro/Burro" was paid \$3,000 per trip to bring drugs to the border since "El
22 Burro/Burro" lived in Sunnyside, WA. CD1 was later shown a Washington DOL
23 photograph, absent any identifiers, of the Defendant and identified the person
24 depicted in the photograph as being "El Burro/Burro".

25 In approximately August, 2015 members of the EWVGSSTF interviewed a
26 second cooperating defendant, herein after referred to as CD2, who had been

1 indicted and arrested as a member of the Calvillo DTO. CD2 was shown a photo
2 of the Defendant and identified the person depicted in the photo as "El
3 Burro/Burro". CD2 identified the Defendant worked closely with Calvillo in this
4 DTO and who had at one point been in charge of operations in Washington for a
5 short period of time. CD2 provided the following timeline of events. CD2 stated
6 that both CD2 and "El Burro" were initially employed by the Calvillo DTO as
7 transporters of drug shipments and backpackers who would backpack large
8 quantities of cocaine into Canada for the DTO. Specifically CD2 described that
9 each load was typically 10 to 20 kilograms of cocaine.

10 CD2 described that in the spring of 2012, Calvillo was arrested in
11 California during a 40 kilogram of cocaine transaction and was deported¹. After
12 Calvillo's deportation, CD2 identified that CD2 took over operations for Calvillo
13 in Washington. "El Burro/Burro" was a partner to CD2 until CD2 stopped
14 working for the organization sometime in 2013. CD2 was subsequently arrested
15 in the summer of 2014 on federal drug charges. CD2 reported that CD2, Calvillo
16 and "El Burro/Burro" had a falling out and as a result, "El Burro/Burro" took
17 over Calvillo's operations in Washington after CD2. This is believed to be the
18 same time period identified by CD1 as when CD1 was introduced to "El
19 Burro/Burro."

20 On November 3rd, 2016 members of the EWVGSSTF interviewed another
21 cooperating defendant, hereinafter referred to as CD3, who had been indicted and
22 arrested as a member of the Calvillo DTO. CD3 was shown a Washington DOL

23
24 ¹ This event was confirmed by members of EWVGSSTF. Calvillo arranged for
25 the purchase of 40 kilograms of cocaine and brought approximately \$400,000 in
26 US currency for the transaction. Calvillo was arrested by a drug task force and
deported prior to contacting this District to determine the pending nature of this
investigation.

1 photograph, absent any identifiers, of the Defendant and identified the person
2 depicted in the photo as "El Burro/Burro". CD3 confirmed as did CHS1, CD1
3 And CD2, that the Defendant a Farias was an active member of the Calvillo
4 DTO. CD3 stated that the Defendant known to CD3 as "El Burro/Burro" would
5 personally pick up money and/or drugs and load vehicles for the organization.
6 CD3 confirmed that the load vehicles would often contained large quantities of
7 both methamphetamine in amounts of 10 to 20 kilograms. CD3 further reported
8 that CD3 worked directly with the Defendant as they would often coordinate the
9 picking up and dropping off of load vehicles and or cash drug proceeds.

10 CD3 further advised that in 2013/2014 up until Calvillo's murder, the
11 Defendant was in Mexico working directly with Calvillo. However, CD3 stated
12 that as of the time of the interview (2016), the Defendant was back in the United
13 States and living in the Sunnyside, WA area. CD3 stated that the Defendant
14 returned in approximately August 2016. CD3 reported CD3 has been in direct
15 contact with the Defendant in person and over the telephone. CD3 provided the
16 Defendant's new phone number of (509) 831-8948.

17 Based upon the above reported contact, SA Leahy advised CD3 to remain
18 in communication with the Defendant. As a result, some of these telephonic
19 contacts were monitored and recorded by members of the EVWSSTF. During
20 these contacts, the Defendant asked CD3 to again transport quantities of drugs for
21 the DTO.

22 On December 6, 2016, in the Eastern District of Washington the Grand
23 Jury indicted the Defendant and an arrest warrant was issued. On December 14th
24 2016, the Defendant was located as described by CD3 and arrested in Sunnyside,
25 WA. At the time of his arrest, the Defendant was in possession of approximately
26

1 ½ - 1oz of purported cocaine and an Apple I-phone, the same phone utilized to
2 communicate with CD3.

3 7. The United States Agrees:

4 (a). Not to File Additional Charges:

5 The United States Attorney's Office for the Eastern District of Washington
6 agrees not to bring any additional charges against the Defendant based upon
7 information in its possession at the time of this Plea Agreement and arising out of
8 Defendant's conduct involving illegal activity charged in this Indictment, unless
9 the Defendant breaches this Plea Agreement any time before or after sentencing.

10 (b). Penalty Enhancement:

11 Pursuant to the First Step Act, the Defendant no longer has a prior
12 qualifying conviction for purposes of sentencing enhancement pursuant to 21
13 U.S.C. § § 802(44) and 851.

14 8. United States Sentencing Guideline Calculations:

15 The Defendant understands and acknowledges that the United States
16 Sentencing Guidelines (hereinafter "U.S.S.G.") are applicable to this case and that
17 the Court will determine the Defendant's applicable sentencing guideline range at
18 the time of sentencing.

19 (a). Base Offense Level and Application of U.S.S.G. §1B1.3:

20 The Government and Defendant agree and stipulate that more than 4.5
21 kilograms of actual methamphetamine² was distributed in furtherance of the
22 criminal activity jointly undertaken by the Defendant and his co-conspirators; this
23 amount was within the scope of the Defendant's agreement; this amount was
24

25 ² As noted above, the Defendant also had involvement and knowledge in regard to
26 cocaine shipments in this conspiracy. However, the calculation of those amounts
27 would lead to the same applicable offense level.

1 reasonably foreseeable to this Defendant in connection with the conspiracy; and
2 this Defendant's relevant conduct for sentencing purposes should be calculated
3 based upon this amount, pursuant to U.S.S.G. §1B1.3.

4 Thus, the Government and Defendant agree that the base offense level for
5 Count 1, is 38. *See* U.S.S.G. §2D1.1(c)(1) and Commentary 8(b).

6 (b). Dangerous Weapon:

7 The parties agree that firearms were seized at the Defendant's residence in
8 2012. The United States agrees to leave the application of U.S.S.G. §2D1.1(b)(1)
9 up to the discretion of the Court.

10 (c). Role in the Offense:

11 The United States agrees not to seek this enhancement based upon the
12 Defendant's overall role in the organization. However, should facts be presented
13 which are in dispute, the United States may present facts to clarify for the Court's
14 determination.

15 (d). Acceptance of Responsibility:

16 If the Defendant pleads guilty and demonstrates a recognition and an
17 affirmative acceptance of personal responsibility for the criminal conduct;
18 provides complete and accurate information during the sentencing process; does
19 not commit any obstructive conduct; accepts this Plea Agreement; and enters a
20 plea of guilty no later than the next Pre-Trial Conference, the United States will
21 move for a three (3) level downward adjustment in the offense level for the
22 Defendant's timely acceptance of responsibility, pursuant to U.S.S.G. §3E1.1(a)
23 and (b).

24 The Defendant and the United States agree that the United States may at its
25 option and upon written notice to the Defendant, not recommend a three (3) level
26 downward reduction for acceptance of responsibility if, prior to the imposition of

1 sentence, the Defendant is charged or convicted of any criminal offense
2 whatsoever or if the Defendant tests positive for any controlled substance.

3 Furthermore, the Defendant agrees to pay the \$100 mandatory special
4 penalty assessment to the Clerk of Court for the Eastern District of Washington,
5 at or before sentencing, and shall provide a receipt from the Clerk to the United
6 States before sentencing as proof of this payment, as a condition to this
7 recommendation by the United States.

8 (d). Criminal History:

9 The United States and the Defendant understand that the Defendant's
10 criminal history computation is tentative and that ultimately the Defendant's
11 criminal history category will be determined by the Court after review of the
12 Presentence Investigative Report. The United States and the Defendant have
13 made no agreement and make no representations as to the criminal history
14 category, which shall be determined after the Presentence Investigative Report is
15 completed.

16 9. Safety Valve:

17 The United States and the Defendant agree that the Defendant has not met
18 the qualifications for the application of the safety valve pursuant to 18 U.S.C. §
19 3553(f) and U.S.S.G. §5C1.2. The Defendant therefore cannot be sentenced to
20 less than the mandatory minimum of 60 months.

21 10. Departures:

22 The Defendant intends to request downward departures and variances from
23 the sentencing guidelines. The United States reserves its right to oppose any
24 downward departure.

11. Length of Incarceration:

Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States will recommend a term of incarceration of not to exceed 72 months. The Defendant will recommend a term of incarceration of not less than 60 months.

12. Criminal Fine:

The United States and the Defendant are free to make whatever recommendation concerning the imposition of a criminal fine that they believe is appropriate.

13. Supervised Release:

The parties agree to recommend that the Court impose a 4-year term of supervised release, to include the following special conditions, in addition to the standard conditions of supervised release:

(1) that the Defendant's person, residence, office, vehicle, and belongings are subject to search at the direction of the Probation Office; and

(2) that the Defendant have no contact with any witnesses or Co-defendants in this cause number.

14. Mandatory Special Penalty Assessment:

The Defendant agrees to pay the \$100 mandatory special penalty assessment to the Clerk of Court for the Eastern District of Washington, at or before sentencing, pursuant to 18 U.S.C. § 3013 and shall provide a receipt from the Clerk to the United States before sentencing as proof of this payment.

15. Payments While Incarcerated:

If the Defendant lacks the financial resources to pay the monetary obligations imposed by the Court, the Defendant agrees to earn the money to pay

1 toward these obligations by participating in the Bureau of Prisons' Inmate
2 Financial Responsibility Program.

3 16. Additional Violations of Law Can Void Plea Agreement:

4 The Defendant and the United States agree that the United States may at its
5 option and upon written notice to the Defendant, withdraw from this Plea
6 Agreement or modify its recommendation for sentence if, prior to the imposition
7 of sentence, the Defendant is charged or convicted of any criminal offense
8 whatsoever or if the Defendant tests positive for any controlled substance.

9 17. Appeal Rights:

10 In return for the concessions that the United States has made in this Plea
11 Agreement, the Defendant agrees to waive his right to appeal the conviction and
12 sentence if the Court imposes a prison term no higher than 72 months and
13 imposes no more than 4 years supervised release. Defendant further expressly
14 waives his right to file any post-conviction motion attacking his conviction and
15 sentence, including a motion pursuant to 28 U.S.C. § 2255, except one based
16 upon ineffective assistance of counsel based on information not now known by
17 Defendant and which, in the exercise of due diligence, could not be known by
18 Defendant by the time the Court imposes the sentence. Should the Defendant
19 successfully move to withdraw from this Plea Agreement or should the
20 Defendant's conviction on Count 1 of the Second Superseding Indictment be
21 dismissed, set aside, vacated, or reversed, the Plea Agreement shall become null
22 and void; the United States may move to reinstate all counts of the Second
23 Superseding Indictment No. 4:15-CR-6049-EFS-16; and the United States may
24 prosecute the Defendant on all available charges involving or arising out of the
25 Second Superseding Indictment No. 4:15-CR-6049-EFS-16. Nothing in this Plea
26 Agreement shall preclude the United States from opposing any post-conviction

1 motion for a reduction of sentence or other attack of the conviction or sentence,
2 including, but not limited to, proceedings pursuant to 28 U.S.C. § 2255 (writ of
3 habeas corpus).

4 18. Integration Clause:

5 The United States and the Defendant acknowledge that this document
6 constitutes the entire Plea Agreement between the United States and the
7 Defendant, and no other promises, agreements, or conditions exist between the
8 United States and the Defendant concerning the resolution of the case. This Plea
9 Agreement is binding only upon the United States Attorney's Office for the
10 Eastern District of Washington, and cannot bind other federal, state or local
11 authorities. The United States and the Defendant agree that this agreement
12 cannot be modified except in a writing that is signed by the United States and the
13 Defendant.

14 Approvals and Signature

15 Agreed and submitted on behalf of the United States Attorney's Office for
16 the Eastern District of Washington.

17 William D. Hyslop
18 United States Attorney

19 Stephanie Van Marter

20 Stephanie Van Marter
21 Assistant U.S. Attorney

10/06/2020

22 Date

23 I have read this Plea Agreement and have carefully reviewed and discussed
24 every part of the agreement with my attorney. I understand and voluntarily enter
25 into this Plea Agreement. Furthermore, I have consulted with my attorney about
26 my rights, I understand those rights, and I am satisfied with the representation of
27 my attorney in this case. My attorney has advised me that by pleading guilty to

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Plea (revised).docx

1 the charge relevant to this Plea Agreement, as of this date deportation appears to
 2 be a virtual certainty. No other promises or inducements have been made to me,
 3 other than those contained in this Plea Agreement and no one has threatened or
 4 forced me in any way to enter into this Plea Agreement. I am agreeing to plead
 5 guilty because I am guilty.

6 /s/ Edgar Omar Herrera Farias***

7 By: Shea C. Meehan
 8 EDGAR OMAR HERRERA FARIAS

9/23/2020

Date

Defendant

***As authorized via Zoom

10 I have read the Plea Agreement and have discussed the contents of the
 11 agreement with my client. The Plea Agreement accurately and completely sets
 12 forth the entirety of the agreement between the parties. I concur in my client's
 13 decision to plead guilty as set forth in the Plea Agreement. I have further advised
 14 my client by pleading guilty to the charge relevant to this Plea Agreement, as of
 15 this date deportation appears to be a virtual certainty. There is no legal reason
 16 why the Court should not accept the Defendant's plea of guilty.

17 Shea C. Meehan
 18 Shea Meehan

9/23/2020

Date

19 Attorney for the Defendant